

Resolution Authorizing the Issuance of Certain Project Temporary Loan Notes in Connection with Project No. UR Mass. 2-3 and Providing for the Security for the Payment Thereof, and For Other Purposes.

ADOPTED AT MEETING OF
January 24, 1958

WHEREAS the Boston Redevelopment Authority (herein sometimes called the "Local Public Agency") is duly authorized and proposes to undertake and carry out a certain urban renewal or redevelopment project of the character authorized by law with financial aid by the United States of America (herein sometimes called the "Government") in the form of a Project Temporary Loan under Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949, as amended and supplemented) which may be made by the Government to the Local Public Agency with respect to the Project in accordance with a Loan and Grant Contract by and between the Local Public Agency and the Government; and

WHEREAS, in order to enable the Local Public Agency to obtain such financial aid, it is necessary for the Local Public Agency to authorize and, from time to time, issue certain obligations as hereinafter provided;

NOW, THEREFORE, BE IT RESOLVED by the Boston Redevelopment Authority of the City of Boston as follows:

1. That in order to provide funds to enable the Local Public Agency to defray expenses and costs in connection with the undertaking and carrying out of the Project, and to refund, renew, extend, or substitute for any Project Temporary Loan Notes by this Resolution authorized to be issued, there are hereby authorized to be issued, from time to time, Project Temporary Loan Notes of the Local Public Agency in an aggregate principal amount outstanding at any one time (whether authorized by this Resolution or any other resolution authorizing the issuance of Project Temporary Loan Notes in connection with the Project) of not to exceed Eleven Million Two Hundred Forty-two thousand Four hundred twenty-four Dollars (\$11,242,424.00)

2. That each such note shall be designated "Project Temporary Loan Note"; shall bear interest at the rate of three and seven-eighths per centum (3 7/8%) per annum; shall be payable, as to the principal thereof together with the interest thereon, upon demand, but solely from the Project Temporary Loan Repayment Fund hereinafter mentioned and not otherwise; shall be payable at the principal office of the Local Public Agency in any coin or currency of the United States of America which, on the date of the payment of the principal thereof and with the interest thereon, is legal tender for the payment of public and private debts; shall be payable to the United States of America or order; shall be signed in the name of the Local Public Agency by the Chairman; and shall have the official seal of the Local Public Agency impressed thereon and attested by the Secretary.

3. That each Project Temporary Loan Note shall be in substantially the following form:

Boston Redevelopment Authority
Project Temporary Loan Note
Project No. UR Mass. 2-3

Note No. _____

\$ _____

Boston Redevelopment Authority (herein called the "Local Public Agency"), for value received, hereby promises to pay, but solely from the Project Temporary Loan Repayment Fund hereinafter mentioned and not otherwise, upon demand, to the United States of America or order, the sum of _____ dollars (\$ _____) and at such time to pay, but solely from said Fund and not otherwise, interest on said sum, from the date of the acceptance of delivery of and the payment for this Note, at the rate of three and seven-eighths percentum (3 7/8%) per annum.

Both the principal of and interest on this Note are payable at the principal office of the Local Public Agency in the City of Boston, Massachusetts, in any coin or currency of the United States of America which, on the date of the payment of the principal of and interest on this Note, is legal tender for the payment of public and private debts.

This Note is issued pursuant to the provisions of (a) the Constitution and laws of the Commonwealth of Massachusetts Including particularly Chapter 121, Annotated Laws of Massachusetts, as amended (b) a Resolution duly adopted by the Local Public Agency on the _____ day of _____ 1958, providing for the issuance of Project Temporary Loan Notes (herein called the "basic Note Resolution"); and (c) a Resolution likewise adopted on the _____ day of _____, 19____, providing for the issuance of this particular Note; and the proceeds hereof are to be used to defray expenses and costs involved in the Local Public Agency's undertaking and carrying out of a certain urban renewal or redevelopment Project of the character authorized by said laws and designated Project No. _____, which is more fully identified in the basic Note Resolution. Said Project for which this Note is issued is being assisted by the United States of America pursuant to Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949, as amended and supplemented.)

Under the basic Note Resolution, there is established a separate and special fund therein referred to as the "Project Temporary Loan Repayment Fund" in which are required to be deposited certain moneys, therein described, as and when the same are received by the Local Public Agency, and this Note, together with all other notes issued pursuant to the basic Note Resolution, constitute, as to both the principal thereof and the interest thereon, an exclusive first lien and charge upon said Fund after provision therefrom in accordance with the basic Note Resolution for only certain costs therein mentioned, and, subject only to the provision for such costs, said Fund is irrevocably pledged to the payment of the principal of and interest on this Note and all other notes which are issued as aforesaid.

This Note shall not constitute a debt or indebtedness of the State or of any town, city, county, municipality, or political entity or subdivision therein or thereof, within the meaning of any constitutional, statutory, local law, or charter provision, and neither the State nor any such town, city, county, municipality, or political entity or subdivision, other than the Local Public Agency, shall be liable hereon, and, in no event, shall either this Note or the interest thereon be payable from or out of any funds or properties other than those of the Local Public Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Local Public Agency has caused this Note to be signed in its name and its seal to be impressed hereon and attested, by its proper officers thereunto duly authorized, and this Note to be dated the ____ day of _____, 1958.

LS

By _____

Chairman

ATTEST:

4. That there is hereby established a separate and special fund which is hereby designated the "Project Temporary Loan Repayment Fund; Project No. _____", said Fund being elsewhere herein referred to as the "Project Temporary Loan Repayment Fund". Said Fund shall be maintained in a bank or banks which are members of the Federal Deposit Insurance Corporation. The following moneys shall be deposited in the Project Temporary Loan Repayment Fund as and when such moneys are received by the Local Public Agency:

- (a) the proceeds of all sales of Project Land by the Local Public Agency;
- (b) All lease proceeds which the Local Public Agency derives under leases by it of Project Land, not including income derived by it directly from its temporary operation of Project Land pending its preparation and ultimate sale, lease, or retention of Project Land;
- (c) All moneys constituting compensation by the Local Public Agency for Project Land which it retains for use in accordance with the Project Redevelopment Plan instead of selling or leasing;
- (d) All such Local Grants-in-Aid in the form of deficiency cash grants as, after the Gross Project Cost and the Net Project Cost have been determined and the payment of all costs comprising Item 1 of Gross Project Cost has been duly made or provided for and all other Local Grants-in-Aid applicable to the Project which have been provided have been determined, are provided with respect to the Project to meet the deficiency, if any, in Local Grants-in-Aid in connection with the Project;
- (e) All payments which are made by the United States of America to the Local Public Agency on account of the Project Capital Grant;
- (f) All accrued interest, if any, which is paid to the Local Public Agency on Project Temporary Loan Notes at the time when the United States of America takes up and pays for such Project Temporary Loan Notes; and
- (g) The unexpended balance, if any, remaining or belonging in the Project Expenditures Account after all costs constituting Item 1 of Gross Project Cost have been paid.

5. That if any Project Land is leased, instead of sold, by the Local Public Agency for redevelopment for uses in accordance with the Project Redevelopment Plan, the reasonable and proper costs incurred from time to time by the Local Public Agency during the period of such lease, which costs are for the Local Public Agency's maintenance, management, and administration during such period of Project Land so leased, may, to the extent necessary, be paid from those lease proceeds referred to as such in Section 4 hereof which are deposited in the Project Temporary Loan Repayment Fund, but from no other moneys therein.

6. That Project Temporary Loan Notes issued pursuant to the provisions of this Resolution shall, as to both the principal thereof and the interest thereon, constitute an exclusive first lien and charge upon the funds which, by the terms of this Resolution, comprise the Project Temporary Loan Repayment Fund, after provision therefrom for only the costs mentioned in Section 5 hereof, which Fund, subject only to provision as aforesaid, is hereby irrevocably pledged to the payment of the principal of and interest on such Project Temporary Loan Notes.

7. That the Executive Director is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Project Temporary Loan or Project Capital Grant funds are required, requesting payments to be made on account of the Project Temporary Loan or the Project Capital Grant provided for in the Loan and Grant Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

8. That, when and as directed by further resolution or resolutions, the proper officers of the Local Public Agency shall prepare, execute, and deliver to the Government the Project Temporary Loan Notes hereby authorized and shall accept payment therefor from the Government.

9. That the proceeds of the sale of all Project Temporary Loan Notes issued pursuant to this Resolution shall be deposited and disbursed only in accordance with the provisions of the Loan and Grant Contract, unless otherwise approved in writing by the Government.

10. That the Project (which is designated Project No. UR Mass. 2-3 and is herein called the "Project") consists substantially of the following:

- (a) The acquisition by the Local Public Agency of all such land in the Project Area as shall be necessary to carry out the Project Redevelopment Plan;
- (b) The demolition and removal of any buildings and improvements in the Project Area to the extent necessary as aforesaid;
- (c) The installation, construction, and reconstruction of streets, utilities and other site improvements essential to the preparation of sites in the Project Area for uses in accordance with the Project Redevelopment Plan; and
- (d) The making by the Local Public Agency of Project Land available for development or redevelopment by private enterprise or public agencies (including sale, initial leasing, or retention by the Local Public Agency itself) at its fair value for uses in accordance with the Redevelopment Plan:

Provided, That the Project shall not include the construction of any of the buildings contemplated by the Project Redevelopment Plan.

11. That the area of the Project (herein called the "Project Area") is situated within the City of Boston, Massachusetts, and the boundaries of the

Project Area shall be as described in the Loan and Grant Contract.

12. That each of the following terms, when so used in this Resolution, shall, unless the context clearly indicates otherwise, have the meaning ascribed to it in this Section:

- (a) The term "Loan and Grant Contract" means that certain document, a counterpart of which is now on file with the Local Public Agency, entitled "Loan and Grant Contract", designated Contract No. U.R. Mass. 2-3(LG) naming the Local Public Agency and the Government as the parties thereto, and providing for a Project Temporary Loan, a Project Definitive Loan, and a Project Capital Grant to the Local Public Agency with respect to the Project.
- (b) The terms "Project Redevelopment Plan", "Local Grants-in-Aid", "Gross Project Cost", "Item 1 of Gross Project Cost", "Net Project Cost", "Project Land", "Project Temporary Loan", "Project Definitive Loan", "Project Capital Grant", "Project Expenditures Account", "fair value", "land", and "redevelopment", and derivatives thereof, have the same meanings, respectively, attributed to said terms in the Loan and Grant Contract.

13. That this Resolution shall take effect immediately.